

Jeff P. Prostok
State Bar No. 16352500
Clarke V. Rogers
State Bar No. 24052901
FORSHEY & PROSTOK LLP
777 Main St., Suite 1290
Ft. Worth, TX 76102
Telephone: (817) 877-8855
Facsimile: (817) 877-4151
jprostok@forsheyprostok.com
crogers@forsheyprostok.com

COUNSEL FOR DEBTOR

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE:	§	Chapter 7 Case
	§	
LARRY ROY STAUFFER,	§	Case No. 14-41568-dml7
	§	
Debtor.	§	
<hr/>		
WILLIAM PASTORE and LINDA PASTORE,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	Adversary No. 14-04059-dml
	§	
LARRY ROY STAUFFER,	§	
	§	
Defendant.	§	

DEFENDANT'S ORIGINAL ANSWER

COMES NOW the Defendant, Larry Roy Stauffer, and files this his Original Answer to the *Adversary Petition to Except Debt from Discharge* (the "Complaint") filed by Plaintiffs William Pastore and Linda Pastore.

I. RESPONSE TO COMPLAINT

1. Defendant admits the allegations contained in Paragraph 1 of the Complaint.
2. Defendant admits the allegations contained in Paragraph 2 of the Complaint.

3. Defendant admits the allegations contained in the first sentence of Paragraph 3 of the Complaint. Defendant denies the remaining allegations contained in Paragraph 3 of the Complaint.

4. Defendant admits the allegations contained in Paragraph 4 of the Complaint only to the extent it is alleged that Plaintiffs invested funds in connection with real estate projects in which Defendant was involved. Defendant denies the remaining allegations contained in Paragraph 4 of the Complaint.

5. Defendant admits the allegations contained in Paragraph 5 of the Complaint.

6. Defendant admits the allegations contained in Paragraph 6 of the Complaint to the extent it is alleged that the settlement agreement contained a payout plan and that the agreed judgment was signed by the state court judge on or about April 5, 2012. Defendant denies the remaining allegations contained in Paragraph 6 of the Complaint.

7. Defendant admits the allegations contained in Paragraph 7 of the Complaint.

8. Defendant admits the allegations contained in Paragraph 8 of the Complaint to the extent it is alleged that (a) Plaintiffs and Defendant entered into three separate settlement agreements; (b) Defendant failed to perform some of his obligations under the three settlement agreements; and (c) Plaintiffs commenced collection efforts after Defendant failed to perform some of his obligations under the settlement agreements. Defendant denies the allegations contained in Paragraph 8 of the Complaint to the extent it is alleged that Defendant failed to perform any of his obligations under the three settlement agreements.

9. Defendant denies the allegations contained in Paragraph 9 of the Complaint to the extent it is alleged that Defendant failed to perform any of his obligations under the three settlement agreements. Defendant otherwise admits the allegations contained in Paragraph 9 of the Complaint.

10. Defendant admits the allegations contained in Paragraph 10 of the Complaint.

11. Defendant is without sufficient knowledge to either admit or deny the allegations contained in Paragraph 11 of the Complaint.

12. Defendant denies the allegations contained in Paragraph 12 of the Complaint.

13. Defendant admits the allegations contained in Paragraph 13 of the Complaint.

14. Defendant admits the allegations contained in Paragraph 14 of the Complaint.

15. There are no allegations contained in Paragraph 15 of the Complaint that need be admitted or denied by Defendant.

16. All allegations contained in the Complaint not expressly admitted herein are denied.

PRAYER FOR RELIEF

ACCORDINGLY, the Defendant, Larry Roy Stauffer, prays that the Court enter judgment that Plaintiffs take nothing by reason of their claims in the above case and grant to Defendant all such other and further relief to which he may be entitled.

Dated: July 3, 2014.

Respectfully submitted,

/s/ Jeff P. Prostok

Jeff P. Prostok

State Bar No. 16352500

Clarke V. Rogers

State Bar No. 24052901

FORSHEY & PROSTOK LLP

777 Main St., Suite 1290

Ft. Worth, TX 76102

Telephone: (817) 877-8855

Facsimile: (817) 877-4151

jprostok@forsheyprostok.com

crogers@forsheyprostok.com

COUNSEL FOR DEBTOR

CERTIFICATE OF SERVICE

I hereby certify that on July 3, 2014, a copy of the foregoing document was served via ECF notification to all the parties receiving notice via CM/ECF, and to the parties listed below via United States Mail, first class postage prepaid.

Steven Thornton
Westerburg & Thornton, P.C.
6060 N. Central Expressway, Suite 690
Dallas, TX 75206

COUNSEL FOR PLAINTIFFS

/s/ Jeff P. Prostok
Jeff P. Prostok

L:\JPROSTOK\Stauffer, Larry (C7) #5686\14-04059-dml ADV (Pastore v. Stauffer)\Pleadings\Defendant's Original Answer
07.02.14.docx